

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WILLOW CREEK SUBDIVISION  
FOR  
WILLOW CREEK SUBDIVISION**

WHEREAS Philip D. Burnett, J. Scott Davis and Jeff Freitag (hereinafter "declarant" or "developer") are the owners and developers of **Willow Creek Subdivision**, a plat of which appears of record at **Plat Book 10, Page 742**, Register's Office, Cumberland County, Tennessee; and,

WHEREAS the Declarant desires to impose certain restrictive covenants, conditions, and reservations on the lots in said subdivision for the benefit and protection of owners and to insure the future value and attractiveness of lots in the subdivision; and

WHEREAS these restrictive covenants, conditions and reservations shall be made a matter of public record and the property in said subdivision shall be conveyed subject to such restrictions, conditions, and reservations.

NOW, THEREFORE, in consideration of the premises, the Declarant imposes upon Willow Creek Subdivision the following restrictions, conditions, and reservations, all of which shall be deemed covenants running with the land and binding upon all future owners, to wit:

1. All lots in Willow Creek Subdivision shall be used for residential purposes only, and no commercial activity shall be conducted from or allowed on any lot in the subdivision.
2. For a period of five (5) years after the recording of these Restrictions, all plans for dwellings to be constructed on lots in Willow Creek Subdivision shall be submitted to the Developer for review and approval. The Developer's right to approve plans shall be limited to exterior design, appearance, materials and aesthetics. The Developer shall not be responsible or liable for (a) any defects in any plans or specifications submitted; (b) any loss or damages to any person arising out of the approval or disapproval of any plan or specifications; (c) any loss or damages arising from the non-compliance of such plans or specifications as with any governmental ordinance or regulation; or, (d) any defects in construction undertaken pursuant to such plans and specifications.

*Philip D. Burnett*

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3. No single lot shall contain more than one dwelling. No dwelling which is constructed on any lot in the subdivision shall have less than one thousand eight hundred (1,800) square feet of heated living area, excluding porches, garages, breeze ways, patios and storage areas. Homes shall not exceed two and one-half (2½) stories above ground in height. No concrete blocks are to be exposed to view, if above ground level, and shall instead be faced with brick, stone or stucco. Roofs shall have at least six planes, with the main body roof line having a pitch of a minimum of 8/12. The exterior front walls of each dwelling shall have at least eighty percent (80%) stone, brick, or stucco. All side exterior walls, and any other exterior wall visible from Ridgeline Drive, of each dwelling shall contain at least some stone, brick, or stucco.

**THIS INSTRUMENT PREPARED**

BY *Philip D. Burnett, Esq*

ADDRESS *300 Thurman Ave. Crossville, TN 38565*

4. No dwelling or other improvement or structure shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line, or lines, or nearer to any side line or rear line than as shown as set-back requirements upon the recorded plat of said subdivision. This requirement shall apply to and include porches, verandas, and other similar projections of said dwelling. In addition, all set back lines, utility easements, general notes or other requirements or conditions found on the plat of Willow Creek Subdivision recorded with the Cumberland County Register of Deeds at Plat Book 10, Page 742, are hereby adopted as set out verbatim herein and must be adhered to or a violation of these covenants will occur.

5. In addition to the dwelling, two (2) detached garages or storage buildings may be constructed on each residential lot, provided, however, any such detached garage or storage building shall be built of the same or substantially similar material as that of the dwelling and shall contain at least some stone, brick or stucco matching the color of the home on the front exterior wall. The main entrance to any detached garage cannot face the road to the dwelling structure faces. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before. In addition to the building set back requirements shown on the Plat of Willow Creek Subdivision, no detached garage or storage building shall be closer than Eighty (80) feet from the front and Twenty (20) feet from the side or rear lot lines.

6. All homes must be constructed of new material and be of good quality workmanship. No trailers, modular homes, preconstructed homes, mobile homes or any other type of movable home or dwelling shall be allowed. All lots shall be used and occupied solely for private residential purposes by a single family. No lot shall be used for multifamily, condominium, townhouse, commercial/business or interval ownership usage.

7. Driveways must have a metal culvert of sufficient size and in compliance with the requirements of the Cumberland County Road Superintendent and/or any other governing laws at the time said culvert is installed. Within one (1) year from the date of completion of construction of a dwelling on a residential lot in the subdivision, a driveway to said home must be paved with concrete, asphalt surface material, or any other type of hardtop surface. The garage entrance shall be to the side or rear of the dwelling structure as same relates to the road which the dwelling structure faces. Carports are not allowed, except in rear of home.

8. With the exception of the right of the Declarant to subdivide lots, no lot shall be re-subdivided, provided however, nothing herein contained shall prevent the owner of two or more adjoining residential lots from considering the combined area of the two or more residential lots as one building lot, in which event, the set-back lines for building purposes and the easements reserved for utilities shall be construed and interpreted to apply to the outside lines of the two or more combined residential lots and not to the line which is common to both residential lots or the interior lines of the residential lots. If two or more residential lots are combined under the provisions of this paragraph, they may not in the future be re-subdivided. The Declarant for a period of three (3) years from and after the date of the recording of this Declaration shall have the right to further subdivide lots, provided that in no event shall any lot be less than one (1) acre in size, and provided further, that all such re-subdivided lots shall be fully subject to the provisions

of this Declaration.

9. No lot shall be used to provide ingress or egress to or from another lot in the subdivision or another property outside the subdivision, unless the lot owner has two or more adjoining lots that are being combined as one building lot pursuant to paragraph eight (8) above or unless the Developer gives express permission for same. The Developer reserves the right to allow owners of property outside Willow Creek Subdivision to use the utility easements reserved herein by the Developer to obtain utilities, which grant of easements by the Developer shall be at the Developer's sole discretion and under such terms and conditions as the Developer deems appropriate. No lot shall be used to provide utility service to property outside of the subdivision without the express written consent of the Developer.

9. No lot shall be used to provide ingress or egress to or from another lot in the subdivision or another property outside the subdivision, unless the lot owner has two or more adjoining lots that are being combined as one building lot pursuant to paragraph eight (8) above or unless the Developer gives express permission for same. The Developer reserves the right to allow owners of property outside Willow Creek Subdivision to use the utility easements reserved herein by the Developer to obtain utilities, which grant of easements by the Developer shall be at the Developer's sole discretion and under such terms and conditions as the Developer deems appropriate. No lot shall be used to provide utility service to property outside of the subdivision without the express written consent of the Developer.

10. Unless trees must be removed for the installation of the dwelling's driveway or the installation of utilities to the dwelling, no trees with diameter of ten (10) inches or greater may be cut or removed within twenty (20) feet of the side or rear lot lines, provided, however, that this limitation shall not apply to dead, dying or diseased trees.

11. No radio or television antennas or satellite "dishes" larger than 39 inches shall be erected, reconstructed, placed or suffered to remain on said premises.

12. No motor home, camper, recreational trailer, basement, foundation, unfinished dwelling, tent, garage, barn, or other outbuilding shall at any time be allowed as a temporary or permanent living quarters.

13. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping.

14. The exterior of any structure on the lot, whether it be a primary residence or otherwise, shall be completely finished within six (6) months from the date of clearing the lot in preparation for commencement of construction. The dwelling house shall be the first building constructed on any lot. The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction. No dwelling shall be occupied until construction is substantially complete. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

15. All service wires or lines to the home and outbuildings including, but not limited to, those for water, sewer, electrical, telephone, and cable service, if available, shall be placed underground from the main supply lines and in accordance with all applicable federal, state, and local laws and regulations.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common domestic household pets, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that they are kept in such a way as not to violate any state or local law or ordinance.

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17. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.

18. No lot or parcel of land in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to, junk automobiles of any sort and household waste which shall be kept in sanitary containers. All such containers or other similar equipment for the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition and not visible from the street except on days before, on and after garbage pickup. No clotheslines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of said premises.

19. Swimming pools must be located in the backyard and shall be constructed below ground level. In the event the backyard is not fenced, the swimming pool must be fenced or covered. No fencing shall be allowed between the front of the home or any improvement and roadway to which the home is facing. Any fencing placed shall be constructed of wood, ornate metal or ornate vinyl and installed in a uniform and workmanlike manner. No chain link fencing or other similar metal fencing shall be allowed.

20. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pickup trucks not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton), shall be parked, stored or suffered to remain upon said premises or in the streets within the subdivision, unless parked or stored within a garage on said premises out of view, or parked in an area out of view from any public roadways. Any detached garage used to store any of the foregoing must conform with paragraphs 5 and 7 above. Automobiles and other vehicles of guests and invitees shall be parked in the driveway of the lot owner and not parked in the street unless space does not permit and then such parking in the street will be done in a lawful manner and only for temporary period of visitation to the lot owner.

21. After two (2) years from the date this instrument is filed with the Cumberland County Register of Deeds, the maintenance and upkeep of the entrance sign, entrance sign landscaping and lighting, as well as the right-of-ways shall be the responsibility of all lot owners. The lot owners may establish a non-profit association or entity to be known as the Willow Creek Property Owners Association, as further addressed below.

22. Lot owners performing any construction are responsible to ensure no violations are made of the Tennessee Water Quality Control Act or any other law, regulation or ordinance regarding water quality or storm water runoff. Lot owners must obtain and adhere to any permits needed for excavation and/or construction and hereby hold the Developer harmless for failure to obtain permits or violations of any law, regulation or ordinance due to said lot owner's construction or improvement of said lot.

23. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors. If any owner or their respective heirs, assigns and successors, shall violate or attempt

to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. If any lot owner(s) prosecutes or initiates a proceeding to enforce these restrictions and covenants and is successful, the violator shall be responsible for all reasonable pre-litigation and litigation costs including but not limited to attorney fees. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

24. Invalidation of any of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

25. Lots 5,6,7,19,20,21,22,23,32,33,34,35,36 and 37 all touch and have access to impounded bodies of water ( hereinafter "pond") in Willow Creek Subdivision. These lots shall further be restricted as follows:

A. No owner shall erect any structure within 20 feet of normal pool elevation or within 20 feet of any direction of the dam to any pond.

B. Each lot owner shall have a common easement to use and enjoy the entire pond on which their lot touches. However, this easement covers the areas covered with water only and does not allow trespass on land areas surrounding said pond.

C. These ponds shall be for the use of the lot owner only. Guests of a lot owner touching said pond can use said pond only when lot owners are present.

D. No boat houses or docks shall be allowed. No internal combustion powered craft including by way or example, but not limitation, motorboats, jet skis, personal watercraft etc. shall be allowed. No sea walls shall be allowed, unless all lot owners touching or having access to the lake in question agree. Pond front property owners shall use their best efforts to prevent erosion of silt into the pond.

E. Lot owners recognize that these ponds may be considered waters of the state and as such no lot owners will have riparian rights, the right to harvest said water for sell or other use that would be prohibited by the appropriate governmental entity.

F. Lot Owners will hold the Developer and any established POA harmless from any loss, damage, or liability resulting from injury to person or injury to property from erosion or usage of the ponds.

G. Maintenance and upkeep of the ponds, the dams and any other structures or property associated with maintaining the impounded water shall be the responsibility of the lot owners touching and having access to the ponds. Decisions to perform work or maintenance on the dam or other areas of a pond shall be made by a majority vote of those lot owners touching or having access to the ponds. Should any work or maintenance to a pond require approval or permitting from a private or public entity or government, said permitting shall be the responsibility of the lot owners.

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**WILLOW CREEK PROPERTY OWNERS' ASSOCIATION**

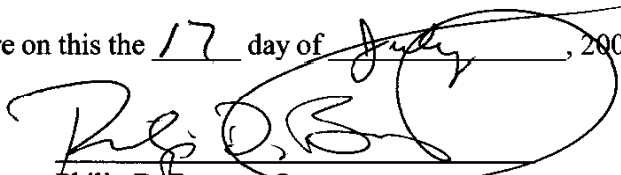
1. After two (2) years from the filing date of these covenants and restrictions with the Cumberland County Register of Deeds, lot owners may, by majority vote decide to establish The Willow Creek Property Owners' Association (the "Association"). The signatures of the majority lot owners shall be placed on a resolution to establish the POA and filed with the Cumberland County Register of Deeds and referenced to the plat of Willow Creek Subdivision and to this instrument. By these Covenants and Restrictions, this Association can only be created for the purposes of maintaining the road right of ways, maintaining landscaping and lighting around the entrance ways and sign, and maintaining the entrance sign itself. If this Association is created, governing rules and regulations or by-laws shall be adopted and filed with the Cumberland County Register of Deeds and referenced to the plat of Willow Creek Subdivision and to this instrument. The only Rules required by these restrictions for that association are:

A. One (1) vote in the affairs of the Association shall be allowed for every lot in the subdivision, provided, however, that should one residence be constructed on more than one lot, only one vote shall be allowed for the owner of the multiple lots upon which the residence is located. The Developer shall be a member in the Association and shall be entitled to one (1) vote for each lot it owns in said subdivision.

B. The Association may vote by a majority of said Association to establish an annual maintenance fee to be paid by the members strictly for the purpose of maintaining the road right of ways, maintaining landscaping and lighting around the entrance ways and sign, and maintaining the entrance sign itself, which funds shall be held, invested, managed and expended by the duly elected representatives of the Association. If not timely paid, the Association may declare a lien against the property of the delinquent property owner and may foreclose said lien as provided by law. The Association shall be allowed to charge interest on any assessment thirty (30) days or more past due, and shall be entitled to collect its costs of collection for such assessment, including its reasonable attorney fees, all of which shall be secured by said lien. Any lien so imposed shall in all events be subject and subordinate to a valid first deed of trust in favor of any lending institution. Any purchaser of a lot in Willow Creek Subdivision is presumed to be submitting to and agreeing to pay the aforementioned annual maintenance fee, if same is established in conformance with these restrictions.

C. The establishment of budgets, creation of a Board of Directors, election of officers, and general management of the affairs of the Association shall be decided by a majority vote of the owners of lots in the subdivision. The Association shall conduct an annual meeting in each calendar year at a time and place to be agreed upon by the membership.

WITNESS my hand and signature on this the 17 day of July, 2006.

  
Philip D. Burnett, Owner

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State of Tennessee, County of CUMBERLAND  
Received for record the 18 day of  
JULY 2006 at 10:15 AM. (RECH 365813)  
Recorded in official records GENERAL IN  
Book 1236 pages 2135-2141

State of Tennessee  
County of Cumberland  
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared **Philip D. Burnett**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner, along with J. Scott Davis and Jeff Freitag and proving to me to have the power and authority to execute this instrument, executed the foregoing instrument for the purposes therein contained by signing his signature thereon.

WITNESS my hand and seal of office this the 17<sup>th</sup> day of July, 2006.

Trudi L. Stryker  
Notary Public



My commission expires: 6-3-09

J. Scott Davis  
J. Scott Davis, Owner

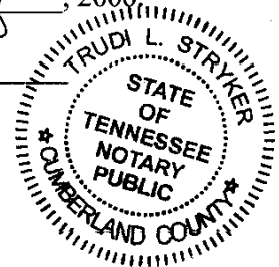
State Tax \$ .00 Clerks Fee \$ .00,  
Recordings \$ 40.50, Total \$ 40.50,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register SUE OWENS

State of Tennessee  
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared **J. Scott Davis**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be an owner, along with Philip D. Burnett and Jeff Freitag and proving to me to have the power and authority to execute this instrument, executed the foregoing instrument for the purposes therein contained by signing his signature thereon.

WITNESS my hand and seal of office this the 17<sup>th</sup> day of July, 2006.

Trudi L. Stryker  
Notary Public



My commission expires: 6-3-09

Jeff Freitag  
Jeff Freitag, Owner

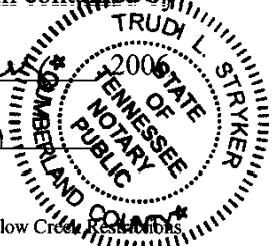
BK 1236 PG 2141

State of Tennessee  
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared **Jeff Freitag**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be an owner, along with Philip D. Burnett and J. Scott Davis and proving to me to have the power and authority to execute this instrument, executed the foregoing instrument for the purposes therein contained by signing his signature thereon.

WITNESS my hand and seal of office this the 17<sup>th</sup> day of July, 2006.

Trudi L. Stryker  
Notary Public



My commission expires: 6-3-09